



# **MINUTES OF THE COMMON COUNCIL**

**TUESDAY, JANUARY 15, 2013, 7:00 P.M.**

**COUNCIL CHAMBERS  
Room 203, City Hall**

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Tony Wachewicz. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, A. Kocha, J. Moore, D. Boyce, J. Brunette, J. Warner, M. Steuer, B. Danzinger, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Wiezbiskie to approve the minutes of the December 11 and 19, 2012, meetings. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to approve the agenda.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to move #10 and #11 after the late communications. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger to adopt the agenda as amended. Motion carried.

## **REPORT BY THE MAYOR & ANNOUNCEMENTS**

Mayor Schmitt presented a tentative 2013 schedule for Council meetings. He stated that the Joint Personnel/Finance Meeting for the budget would be Monday, October 28. Cheryl Renier-Wigg invited all the alderpersons to the next Green Bay Neighborhood Leadership Council's meeting on February 7 at Wally's Spot Supper Club.

## **PUBLIC HEARINGS**

Planning Ordinance No. 1-12

An ordinance amending the Official Map of the City to establish plat of right-of-way for Monroe Avenue reconstruction. (Item #23)

No one appeared.

Zoning Ordinance No. 9-12

An ordinance rezoning property located at 714 Nicolet Avenue from Low Density Residential (R1) District to Office/Residential (OR) District. (Item #24)

No one appeared.

Zoning Ordinance No. 18-12

An ordinance rezoning property located at 139 and 145-151 N. Ashland Avenue from Low Density Residential (R1) District to Varied Density Residential (R3) District. (Item #25)

No one appeared.

Zoning Ordinance No. 19-12

An ordinance rezoning property located at 610 and 622 Bellevue Street and 1586 and 1592 E. Mason Street from General Commercial (C1) District to Highway Commercial (C2) District. (Item #26)

No one appeared.

Planning Ordinance No. 1-12 will be held up until the next meeting.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to suspend the rules for the purpose of adopting the Zoning Ordinances with one roll call vote. Motion carried.

## **PRESENTATION**

Mayor Schmitt read a resolution authorizing the naming of the Green Bay Water Utility Building in honor of Bill Nabak.

### **RESOLUTION AUTHORIZING THE NAMING OF THE GREEN BAY WATER UTILITY BUILDING IN HONOR OF BILL NABAK**

**January 15, 2013**

**BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:**

**WHEREAS**, Bill Nabak began his employment with the City of Green Bay on October 30, 1972, and served as Green Bay Filter Plan Manager through 1980 until he became the Green Bay Water Utility General Manager in 1981; and

**WHEREAS**, Bill had many accomplishments during his tenure, including automation of the Treatment Plant and Pump Station, Automatic Meter Reading, Automation of the Customer Billing System and Mapping and Record Keeping, renovating and updating the Pumping Station and Filter Plan, using Ozone for water quality, adding a second transmission line from Lake Michigan to the Filter Plan and introducing the Water Tent to promote water conservation and public outreach; and

**WHEREAS**, Bill was especially proud of successfully negotiating selling water to the Village of Ashwaubenon, Town of Scott, and Village of Hobart;

**WHEREAS**, Bill has been active in many Water Industry Organizations and was awarded the Certificate of Achievement of Excellence for Financial Reporting in multiple years; and

**WHEREAS**, Bill was named City of Green Bay Employee of the Year in 2010 and has generously given his time and talents to many Green Bay Area non-profit agencies; and

**WHEREAS**, Bill is retiring from employment with the City of Green Bay on Wednesday, January 16<sup>th</sup>, 2013; and

**WHEREAS**, the City of Green Bay currently owns the property and building that houses the City of Green Bay Water Utility.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Green Bay does hereby authorize the City of Green Bay Water Utility Building to be named in honor of General Manager Bill Nabak due to his impactful career of service and dedication.

Adopted January 15, 2013

Approved January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

## **PETITIONS & COMMUNICATIONS**

### **HOMELESS TASK FORCE**

Request by Ald. Boyce for an investigation into interaction between the staffs of the City and the Village of Howard for the express purpose of offering daytime options to shelter our homeless population.

### **IMPROVEMENT & SERVICE COMMITTEE**

Applications for Tree & Brush Trimmer Licenses by the following:

- A. Economy Tree Service
- B. Ripley's Stump Grinding
- C. A Four Season Tree Care
- D. Yesterday's Trees
- E. Asplundh Tree Expert Co.
- F. Best Stump Grinding
- G. Casey Tree Service
- H. Trugreen
- I. Holtger Bros, Inc.

### **LAW DEPARTMENT**

Request by Ald. Boyce that a list be provided to City Council members of any and all City and/or community meetings closed to alderpersons, and reasons why.

Request by Ald. Boyce for a total review of Sustainable Green Bay, with possible action.

Request by Ald. Boyce that sign-in sheets be made available to everyone attending all committee meetings who wish to insure accurate minutes documentation and recognition.

Request by Ald. Steuer for the following:

- A. To work with the Assessor's Office regarding the taxes at 633 N. Locust Street.
- B. On behalf of the HPC, for a study that would change the advisory historic preservation ordinance into a mandatory historic preservation ordinance.

### **LAW DEPARTMENT AND PROTECTION & WELFARE COMMITTEE**

Request by Ald. Wiezbiskie to develop an ordinance to address the issue of spreading manure on fields, and any other nuisance dumping or spreading that is occurring.

## MAYOR'S OFFICE

Request by Ald. Wiezbiskie to develop a communication system to enable the City to convey important immediate life-threatening issues to residents.

## PROTECTION & WELFARE COMMITTEE

Application for a Class "B" Beverage and a Class "C" Wine License by The Noodle Shop Co.-Colorado, Inc. at 2450 E. Mason Street and a variance to the fence requirements for an outdoor area.

Notice of the change of agent for Harp and Eagle, LLC at 234 S. Washington Street.

Application to keep three dogs at 2460 Valiant Lane.

Appeal by Andrew Becks to the denial of his Operator License application.

Request by Keggers, LLC to amend their liquor license at 231 N. Broadway to include 233 N. Broadway as well as expanding their beer garden behind that building.

## REDEVELOPMENT AUTHORITY

Request by Ald. Moore to look into spending available funds in Olde North Crossing before funds expire, including a special request to include a memorial for Bonnie Homan or a dedication to the Homan family, or in the name of the Homan Family.

## TRAFFIC COMMISSION

Request by Ald. Boyce for no parking from midnight to 3:00 AM: on the east side of the 100-300 blocks of N. Washington Street and the 100 block of S. Washington Street.

Moved by Ald. Nicholson, seconded by Ald. Moore to refer the petitions and communications to the appropriate committee or commission. Motion carried.

## REPORTS FOR COUNCIL ACTION

### **REPORT OF THE GREEN BAY PLAN COMMISSION January 15, 2013**

The Green Bay Plan Commission, having met on Monday, January 7, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To authorize a Conditional Use Permit (CUP) to authorize a two-family dwelling in a Low Density Residential (R1) District located at 1461 Morrow Street subject to the following conditions:

- a) Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP).
  - b) Staff working with the applicant and adjoining property owner to delineate parking areas.
  - c) The applicant provides additional green space to minimize the existing parking areas.
- 2. To refer to the Historic Preservation Commission to review and consider properties located in the Main Street and Morrow Street neighborhood as a potential Historic District and/or individual properties be considered for nomination as historic.
  - 3. To amend the existing Conditional Use Permit (CUP) for a Transient Residential use located at 1239 Shadow Lane subject to increasing the occurrences of the Transient Residential use to 4 occurrences per month.
  - 4. To deny the request to amend the requirements for a Transient Residential Permit (TRP) to permit signage.

Moved by Ald. Nicholson, seconded by Ald. Wiezbiskie to adopt the report. Motion carried.

## **REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY**

### **January 15, 2013**

The Green Bay Redevelopment Authority, having met on Tuesday, January 8, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve a planning option agreement for Parcel 12-29 under the terms discussed in closed session and to be drafted by Economic Development Staff and City Attorney.
- 2. To approve the Platten Building Development Agreement as presented (copy attached) subject to Law Department's review of the technical legal language.
- 3. To direct staff to continue with the proposal presented to the Redevelopment Authority in closed session with respect to the KI Convention Center Expansion Project and Parcel 12-164.

**DRAFT  
DEVELOPMENT AGREEMENT  
Platten Building  
Toho Properties LLC**

THIS DEVELOPMENT AGREEMENT (hereinafter called the "AGREEMENT") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Redevelopment Authority of the City of Green Bay (hereinafter called the "RDA"), the City of Green Bay (hereinafter called the "CITY") and Toho Properties LLC, a domestic limited liability company (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER owns property legally described on the attached Exhibit A hereto (Parcel 4-67) having approximately twelve thousand seven hundred fifty (12,750) square feet located at the intersection of Dousman Street and Broadway Street (hereinafter called the "PROPERTY"); and

WHEREAS, the DEVELOPER desires to rehabilitate the PROPERTY and create a mixed use space with twenty-three (23) upper floor residential units and first (1<sup>st</sup>) floor retail units;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the parties as follows:

I. TERM OF AGREEMENT. Unless specifically stated otherwise, the provisions and restrictions of this AGREEMENT shall expire fifteen (15) years after the execution of this AGREEMENT or upon mutual written agreement of the parties.

II. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to renovate the building located on the PROPERTY for the creation of twenty-three (23) rental housing units (hereinafter called the "PROJECT"). The PROJECT shall have not less than thirteen thousand three hundred (13,300) square feet of residential building space and cost approximately Two Million One Hundred Thousand Dollars (\$2,100,000), which shall include acquisition costs and interior and exterior renovation costs.

A. The DEVELOPER will commence construction (hereinafter called the "COMMENCEMENT DATE") of the PROJECT no later than March 31, 2013.

B. The DEVELOPER will complete the PROJECT (which shall be deemed achieved by the delivery of a Certificate of Occupancy or Occupancy Permit for all twenty-three (23) residential units on the PROJECT site) on or before the first (1<sup>st</sup>) anniversary of the COMMENCEMENT DATE (hereinafter called the "COMPLETION

DATE”) in accordance with site and building plans as approved by the CITY. In the event the DEVELOPER fails to complete the PROJECT within the proposed timeframe, the DEVELOPER shall repay all CITY and RDA funds invested in the PROJECT.

C. The CITY will cooperate with DEVELOPER’s efforts to obtain any and all permits and consents necessary for completion of the PROJECT. All parties agree to use their best efforts in good faith to obtain performance of the conditions of this AGREEMENT.

D. The DEVELOPER shall comply with all applicable zoning and building codes throughout the PROJECT. The DEVELOPER shall obtain any permits and licenses necessary to carry out the renovation on the PROPERTY.

E. The Preliminary Concept Plan for the PROJECT (hereinafter called the "CONCEPT PLAN") is attached hereto as Exhibit B and is incorporated herein by reference to this AGREEMENT. By execution of this AGREEMENT, the parties hereto expressly approve the CONCEPT PLAN. The RDA or the DEVELOPER may at any time propose modifications to the CONCEPT PLAN subject to the AGREEMENT of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with state and local code requirements.

F. The DEVELOPER understands that the PROPERTY is located in both historical and business improvement districts and must obtain all proper approvals from the Historic Preservation Commission and On Broadway, Inc. Design Committee regarding the PROJECT.

G. The time for performance of any term, covenant, condition, or provision of this AGREEMENT shall be extended by any period of unavoidable delays. In this AGREEMENT, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this AGREEMENT and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this AGREEMENT, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, or acts of public enemy and casualty.

### III. FINANCIAL CONTRIBUTIONS.

A. The RDA shall grant One Hundred Forty Thousand Dollars (\$140,000) of HOME Investment Partnership Funds to the DEVELOPER for the PROJECT. All draw requests for HOME funds shall be made by the ninth (9<sup>th</sup>) or twenty-fourth (24<sup>th</sup>) of each month. Payments will be made commensurate with PROJECT completion as determined by onsite staff inspections. The RDA will retain ten percent (10%), or Fourteen Thousand Dollars (\$14,000), of the HOME investment to be released upon notice of PROJECT completion. The DEVELOPER shall create at least two (2) fixed residential units rented to low income tenants (less than sixty percent (60%) AMI) for the



fifteen (15) year period of affordability (24 CFR 92.252). The DEVELOPER shall annually review the income of each tenant household living in the HOME units to ensure income eligibility (24 CFR 92.203). The DEVELOPER, RDA, and CITY shall abide by all provisions of 24 CFR Part 92, the HOME Program rule, further described in Exhibit C.

B. The CITY shall provide the DEVELOPER with Two Hundred Sixty Thousand Dollars (\$260,000) in DEVELOPER Guaranteed Tax Incremental Financing assistance. TIF payments will be made commensurate with PROJECT completion as determined by onsite staff inspections.

IV. PARKING. The DEVELOPER and CITY shall execute a separate parking lease for five (5) years, with a five (5) year renewal option for thirty (30) parking stalls in Lot F. The parking shall consist of 2-hour and 4-hour metered stalls at a rate of \$24.40 per stall. All parking will be controlled with hangtags. The CITY retains the right to adjust parking rates and the location of the stalls within Lot F. Additional stalls must be negotiated on an as needed basis with the Parking Division.

V. CONDITIONS. The following are conditions to be satisfied on or before March 31, 2013, unless extended by mutual agreement of the parties:

A. DEVELOPER obtaining commitments for construction loan and permanent financing in the amount of at least One Million One Hundred Sixty-Four Thousand Dollars (\$1,164,000) from a financial institution licensed to make such loans in Wisconsin, or equity contributions totaling One Million One Hundred Sixty-Four Thousand Dollars (\$1,164,000).

B. DEVELOPER obtaining all necessary approvals from the RDA, CITY, the CITY's Historic Preservation Commission, and On Broadway, Inc. Design Committee, including but not limited to approval of Design Development Documents.

C. DEVELOPER obtaining construction contracts for the PROJECT and providing the CITY with copies of such contracts.

#### VI. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

A. During the term of this AGREEMENT, DEVELOPER may not assign its rights and obligations under this AGREEMENT or sell or transfer the PROPERTY without the written consent of the RDA.

B. The PROJECT is expected to have a minimum assessed value of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) for the PROPERTY by January 1, 2014. DEVELOPER agrees to personally guarantee tax incremental revenues from the PROPERTY of no less than twenty seven thousand eight hundred and forty dollars (\$27,840) per year, totaling a net tax of forty thousand four hundred and fifty-six dollars (\$40,456), for fourteen (14) consecutive years (tax years 2014

through 2027) even if the minimum assessed value is less than One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000). This guarantee shall not expire when the term of this AGREEMENT ends but will continue through 2027; any subsequent purchaser or assignee of the PROPERTY will be bound to comply with the guarantee of minimum tax incremental revenues hereunder.

C. All requests requiring the RDA approval shall be submitted to RDA by DEVELOPER at least fifteen (15) days in advance of the date of the proposed action.

D. DEVELOPER may not sell the PROPERTY to a non-profit organization or any other organization which is exempt from property taxes on or before December 31, 2027, without the written consent of the RDA. The RDA at its discretion may condition its consent upon the prospective buyer entering into a Payment in Lieu of Taxes (PILOT) Agreement with the CITY.

E. At any time prior to completion of construction of the PROJECT, the DEVELOPER may submit to the RDA proposed revisions in the approved CONCEPT PLANS in order to achieve the objectives of this AGREEMENT and to improve and refine the approved CONCEPT PLANS. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the CONCEPT PLANS; provided, however, that the RDA shall approve such revised CONCEPT PLANS unless it reasonably finds that such revisions would impair the objectives of this AGREEMENT, impose substantial financial burdens on the RDA or the CITY, or adversely affect the CONCEPT PLANS. The RDA will make all reasonable efforts to approve the plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

F. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the CONCEPT PLANS prior to execution of this agreement. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development PROJECT as to structural, mechanical, and electrical systems, materials, and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove, or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development Documents conform with the CONCEPT PLANS, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

G. The DEVELOPER will file with the RDA copies of the detailed as-built construction plans within thirty (30) days after the COMPLETION DATE.

H. The DEVELOPER will file quarterly construction progress reports with the RDA.

I. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the PROPERTY or any improvements located thereon, in violation of any applicable law or regulation. RDA and CITY acknowledge that a violation of said covenant will not result in a reversion or forfeiture of title, but RDA/CITY may seek injunctive relief or other remedies as may be available at law.

J. Prior to commencing construction under this AGREEMENT and through the COMPLETION DATE, the DEVELOPER shall obtain and keep in full force and effect an all-risk builder's risk insurance policy for the PROJECT SITE with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least Two Million Dollars (\$2,000,000), and property damage coverage of at least One Million Dollars (\$1,000,000). Such policies of insurance shall be written by insurance companies authorized to do business in the State of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a Certificate of Insurance setting forth that all coverage herein is in full force and effect. DEVELOPER agrees that the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

#### VII. MUTUAL RIGHTS OF ACCESS.

A. After execution of this AGREEMENT, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the PROJECT SITE at all reasonable times for the purposes of this AGREEMENT, including but not limited to inspection of all work being performed in connection with construction.

B. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

#### VIII. OTHER RIGHTS AND REMEDIES.

A. Except as otherwise provided in this AGREEMENT, in the event of any default in or breach of this AGREEMENT, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the

default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this AGREEMENT is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized.

B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this AGREEMENT; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

C. Except as expressly provided otherwise in this AGREEMENT, the rights and remedies of the parties to this AGREEMENT, whether provided by law or by this AGREEMENT, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this AGREEMENT shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

D. No official or employee of the RDA/CITY shall have any personal interest in this AGREEMENT, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this AGREEMENT. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this AGREEMENT.

**E. Applicable Law, Severability, and Entire AGREEMENT.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this AGREEMENT, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or parties thereby adversely affected such provision was a material part of the consideration for their entering into this AGREEMENT, that without it they would not have entered into this AGREEMENT) the remainder of this AGREEMENT or the application of such provision, or portion thereof, and each provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law. This AGREEMENT sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

**F. Amendments to AGREEMENT.** This AGREEMENT may not be changed orally, but only by agreement in writing and signed by the parties hereto.

**G. Third Parties.** Except as expressly provided otherwise in this AGREEMENT, the provisions of this AGREEMENT are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this AGREEMENT shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

**H. No Partnership Created.** This AGREEMENT specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

**I. Formalities and Authority.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this AGREEMENT. The headings set forth in this AGREEMENT are for convenience and reference only, and in no way define or limit the scope of content of this AGREEMENT or in any way affect its provisions.

**J. Notices and Demands.** A notice, demand, or other communications under this AGREEMENT shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER:                      Toho Properties LLC  
Attn: \_\_\_\_\_

With Copy to:

Bay

To RDA:

Redevelopment Authority of the City of Green

100 N. Jefferson Street, Room 608  
Green Bay, WI 54301

To CITY:

City of Green Bay  
Attn: Kris Teske, City Clerk  
100 N. Jefferson Street  
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this AGREEMENT given by a party under this AGREEMENT to any other party under this Section shall be given to each other party to this AGREEMENT.

K. **Non-Merger and Survival.** Any provision in this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the date first above written.

Attest: **Redevelopment Authority of the City of Green Bay**

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest: **City of Green Bay**

James J. Schmitt, Mayor

Kris Teske, City Clerk

Attest: **Toho Properties LLC**

, President

EXHIBIT A  
Legal Description of the Site

Parcel Number: 4-67

Legal Description:

LOTS FIFTY-FIVE (55), AND FIFTY-SIX (56), PLAT OF DOUSMAN'S ADDITION, IN  
THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, GREEN BAY, WISCONSIN.



**EXHIBIT B**  
**Scope of Work for PROJECT to be Provided by DEVELOPER**  
**and Made Available as a Part of This AGREEMENT**

**EXHIBIT C**  
**GENERAL PROVISIONS**

1. **FEDERAL REGULATIONS.** The provisions of 24 CFR Part 92 HOME Investment Partnership Program Final Rule as published in the Federal Register September 16, 1996 (hereinafter called the "HOME PROGRAM REGULATIONS") and all future amendments and revisions to the same, the recipient shall at all times comply with the HOME PROGRAM REGULATIONS, associated executive orders, statutes, OMB circulars, other related federal regulations, and all future revisions and amendments to the same. The recipient shall become thoroughly familiar of the foregoing requirements as applicable and shall ensure that the units of the PROJECT comply in all respects with the HOME PROGRAM REGULATIONS. For purposes of this Agreement, the "PROJECT" shall consist of the number of residential units rented to low income tenants (less than sixty percent (60%) AMI), as outlined in the DEVELOPMENT AGREEMENT and shall not govern any market rate rental units outlined in the DEVELOPMENT AGREEMENT.

2. **USE OF HOME PROGRAM AND AFFORDABLE HOUSING FUNDS.** The RDA agrees to provide the recipient with HOME Program funds in the amount of One Hundred Forty Thousand Dollars (\$140,000) as outlined in PROJECT budget. The One Hundred Forty Thousand Dollars (\$140,000) shall be utilized by the recipient to finance the rehabilitation to create two (2) affordable rental housing units as further detailed in the PROJECT description (attached as Exhibit B). The recipient agrees that any monies in excess of the HOME Program funds which may be necessary to completely implement the PROJECT shall be the sole responsibility of the recipient. The provision of HOME Program funds for the units in the PROJECT shall be subject to compliance by the recipient with all requirements of the HOME Program and conditions set forth within this AGREEMENT and other PROJECT-related RDA documents.

3. **GENERAL RESPONSIBILITIES.** The administrative functions and responsibilities of the recipient include the following: formulating the PROJECT proposal; administering and completely implementing the PROJECT, including the maintenance of all records and the entry into the performance of all contracts necessary to implement the PROJECT, all of which shall be in accordance with all applicable federal and state laws and regulations and the provisions of this AGREEMENT; defending all lawsuits and other legal challenges directly relating to the undertaking of the PROJECT; providing a statement in any contract or any other agreement entered into by the recipient with any contractor and/or subcontractor relating to the implementation of the PROJECT holding the RDA harmless from any liability or breach of contract or other agreement arising from the recipient undertaking of the PROJECT; retaining all documents relating to the preparation of the PROJECT proposal, the administration and implementation of the PROJECT and all other documents relating to the PROJECT for a period of three (3) years following the period of affordability enforced by the Affordable Housing Restriction Agreement.

4. **AFFORDABILITY.** The units in the PROJECT, must, at a minimum, meet the affordability and income targeting requirements of HOME Program regulation 24 CFR 92.252 or 92.254.

5. **PROJECT REQUIREMENTS.** The recipient shall ensure that the units of the PROJECT comply with the HOME Program requirements of 24 CFR Part 92 Subpart F, including but not limited to the following:

a. Maximum Per-Unit Subsidy Amount. The recipient may not utilize for any of the units in the PROJECT an amount that exceeds the per-unit dollar limits established by HUD under Section 221 (d) (3) of the National Housing Act. The RDA will supply the recipient with documentation which reflects the limits.

b. PROPERTY Standards. The PROJECT, at a minimum, must meet and be maintained in accordance with all applicable federal, state, and local laws, ordinances, codes, and rehabilitation standards.

c. Qualification as Affordable Housing and Income Targeting: Rental Housing. All of the units in the PROJECT, must, at a minimum, meet the following standards of qualification as affordable housing:

i. **Rental Limitation.** Units in the PROJECT qualify as affordable housing only if the units:

(a) Bear rents not greater than the lesser of the fair market rent for existing housing for comparable units in the area as established by HUD under Section 24 CFR Part 888.111, less the monthly allowance for the utilities and services, excluding telephone, (cell phone service is not included in the definition of telephone) to be paid by the tenant; or a rent that does not exceed thirty percent (30%) of the adjusted income for a family whose annual income equals or is below sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. In determining the maximum monthly rent that may be charged for a unit, the owner must subtract a monthly allowance for any utilities and services, excluding telephone, to be paid by the tenant.

(b) Where Project-Based Section 8 Certificates subsidize units in the PROJECT, the maximum gross rents of such units (contract rent and utility allowance) cannot exceed the fair market rent for the area as established by HUD. The assisted family will contribute no more than thirty percent (30%) of their adjusted income towards the maximum gross rent.

ii. **Occupancy Limitation.** All units in the PROJECT will be designated as fixed units and will be occupied only by households that do not exceed sixty percent (60%) of the area median income. Occupancy may not be refused to a certificate or voucher holder under 24 CFR Part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

iii. **Affordability Term.** All units in the PROJECT will remain affordable without regard to the term of any mortgage or the transfer of ownership, pursuant to an Affordable

Housing Restriction Agreement or other mechanisms used by the RDA, for minimum of fifteen (15) years, beginning after the PROJECT completion, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The RDA may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability.

iv. **Rent Schedule and Utility Allowance.** The RDA will annually review and approve rents charged by the owner for all units in the PROJECT subject to the rent limitations set forth in this AGREEMENT. The RDA will establish monthly allowances for utilities and services, excluding telephone, to be used by the owner. The recipient must examine the income of each tenant household living in the units in the PROJECT annually in accordance with 24 CFR 92.203. The maximum monthly rent must be recalculated by the owner and reviewed and approved by the RDA annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. However, for any increase in rents, the recipient must provide tenants of those units not less than ten (10) days prior written notice before implementing the increase.

v. **Increase in Tenant Income.** Rental housing qualifies as affordable housing despite a temporary non-compliance with the occupancy limitations of Section (5) (c) (ii) of this AGREEMENT, if the non-compliance is caused by increase in the incomes of existing tenants and if actions satisfactory to the RDA and HUD are being taken to ensure that all vacancies are filled in accordance with this Section until non-compliance is corrected. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the family's adjusted monthly income, as recertified annually.

vi. **Adjustments.** The CITY may adjust the qualifying rents established for the units of the PROJECT by this AGREEMENT, only if the CITY finds that an adjustment is necessary to support the continued financial viability of the PROJECT and only by an amount that the CITY determines is necessary to maintain continued financial viability of the PROJECT. The CITY expects that this authority will be used sparingly. Adjustments will not exceed the rent limits established by the HOME PROGRAM REGULATIONS.

vii. **Lease.** The lease between a tenant and an owner of the PROJECT unit, for the unit, must be for no less than one (1) year.

viii. **Maintenance and Replacement.** An owner of rental housing assisted with HOME funds must maintain the units in the PROJECT in compliance with all applicable housing quality standards and local code requirements.

ix. **Tenant Selection.** An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria for units in the PROJECT that are consistent with Section 8, of this AGREEMENT, and that:

(a) Are consistent with the purpose of providing housing for very low-income and low-income families;

(b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

(c) Give reasonable consideration to the housing needs of families that would have a federal preference under Section 6(c)(4)(A) of the 1937 Act referenced in 24 CFR 92.209(c)(2);

(d) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

(e) Give prompt written notification to any rejected applicant of the grounds for any rejection.

d. Mixed Income PROJECT. Housing that accounts for less than one hundred percent (100%) of the dwelling units in a PROJECT qualifies as affordable housing if the housing meets the criteria of 24 CRR Part 92.252 or 24 CFR Part 92.254. Each building in the PROJECT must contain housing that meets the requirements of 24 CFR 92.252 or 24 CFR 92.254.

For purposes of meeting affordable housing requirements for HOME Assisted Units, all HOME Assisted Units must be comparable in terms of size, features, and number of bedrooms relative to the other PROJECT units. The HOME Assisted Units may be floating; however, the recipient must notify the CITY of any change in the HOME Assisted Unit designation, specifically identifying the HOME Assisted Units which have changed.

e. Mixed-Use PROJECT. Housing in a PROJECT that is designed in part for uses other than residential use qualifies as affordable housing if such housing meets the criteria of 24 CFR 92.252 or 24 CFR 92.254. A PROJECT that contains, in addition to dwelling units, laundry and community facilities for the exclusive use of the PROJECT residents and their guests, does not constitute a PROJECT that is designed in part for uses other than residential use. Residential living space must constitute at least fifty-one percent (51%) of the PROJECT space.

f. Religious Organizations. HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to PROPERTY to a wholly secular entity, and the entity may participate in the HOME program in accordance with the requirements of 24 CFR Part 92. The entity may be an existing or newly-established entity, which may be an entity established by the religious organization. The completed housing PROJECT must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the PROPERTY.

6. **OTHER PROGRAM REQUIREMENTS.** All activities undertaken by the recipient in conjunction with the HOME Assisted Units shall be in compliance with all laws and regulations of HOME Program regulation 24 CFR Part 92 Subpart H, including but not limited to the following:

a. Non-Discrimination and Equal Opportunity.

i. Title VI and Title IX of the Civil Rights Act of 1964 providing that no person shall on the grounds of race, color, or national origin be excluded from participation in, be

denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

ii. Title VIII of the Civil Rights of 1968, known as the Fair Housing Act, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, handicap, or familial status.

iii. Equal Opportunity in Housing (executive Order 11063, as amended by Executive Order 12259), prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, leasing, or other disposition of residential PROPERTY, or in the use or occupancy of housing assisted with federal funds.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age of persons in programs receiving federal financial assistance.

v. Section 504 of the Rehabilitation Act of 1973, providing for non-discrimination based on handicap in federally-assisted programs and activities.

vi. Fair Labor Standards Provisions, which governs responsibilities for workers employed in connection with federally-assisted construction projects.

vii. Section 3 of the Housing and Urban Development Act of 1968 as amended that requires recipients of HUD financial assistance to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

viii. Make efforts to encourage the use of minority- and women-owned and locally-owned business enterprises in activities associated with HOME funds. Recipient shall keep records for the extent (number and dollar amount) of participation by minority- and women-owned businesses and assess the results of its efforts to encourage the use of these businesses as set forth in 24 CFR 92.350.

b. Affirmative Marketing. The recipient shall have in place an Affirmative Marketing Plan that will consist of steps to be taken to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area of their available affordable housing units. The RDA will annually assess the affirmative marketing program of the recipient to determine the success and any necessary corrective action.

i. **General.** Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA or families with tenant-based rental assistance provided with HOME funds. The CITY will annually assess the affirmative marketing program of the recipient to determine the success of affirmative marketing actions and any necessary corrective actions. An annual report will be required from the recipient to assist the county in determining the effectiveness of the Affirmative Marketing Plan.

c. Affirmative Marketing Plan. The policies and procedures adopted by the recipient shall include:

i. Methods for informing the public, owners, and potential tenants about federal fair housing laws and the county's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

ii. Requirements and practices each owner must adhere to in order to carry out the county's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

iii. Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

iv. Records that will be kept describing actions taken by the recipient and by owners to affirmatively market units and records to assess the results of these actions; and

v. A description of how the recipient will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

d. Environmental Review. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The RDA will assume responsibility for environmental review, decision making, and action for each activity that is carried out with HOME funds, in accordance with the requirements imposed by 24 CFR Part 58.

i. **Responsibility for Review.** The CITY will assume responsibility for environmental review, decision making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed by 24 CFR part 58. In accordance with 24 CFR part 58, the CITY must carry out an environmental review of the PROJECT and obtain approval of its request for release of funds before HOME funds are committed for the activity. The recipient will assist the CITY in their determination by providing, at a minimum, a Phase I environmental report, satisfactory to the CITY in form and substance.

e. Lead-Based Paint. Housing assisted with HOME Program funds constitutes HUD-associated housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and is, therefore, subject to 24 CFR part 35. The lead-based paint provisions of 24 CFR 982.401 (j) also apply irrespective of the applicable property standard under 24 CFR 92.251. In a PROJECT where all the units are not assisted with HOME Program funds, these requirements apply to all units and common areas in the PROJECT. The recipient is responsible for any testing and abatement activities necessary to ensure that this PROJECT is in compliance with the above-mentioned lead-based paint standards.

f. Conflict of Interest. No owner, DEVELOPER, or sponsor of the PROJECT, or officer, agent, employee, or consultant of the owner, DEVELOPER, or sponsor may occupy a HOME-assisted affordable housing unit within the PROJECT. This does not apply to an owner-occupant of single-family housing or to an employee or agent of the owner or DEVELOPER of a rental housing project who occupies a unit as a project manager or maintenance worker. Also,

no person who is an employee, agent, consultant, officer, elected official, or appointed official of the CITY or RDA who exercises any function or responsibility in the review or approval of this undertaking or carrying out of this PROJECT, shall participate in any decision relating to this AGREEMENT which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or proceeds thereof. Further, no employee, officer, or agent of the recipient shall participate in the selection, or in the award, or administration of, a contract or other matter relating to the receipt of federal funds if a conflict of interest, real or apparent, would be involved.

g. Flood Insurance. A recipient with PROJECTS located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained.

h. Displacement, Relocation, and Acquisition.

i. **Minimizing Displacement.** The recipient ensures that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of the PROJECT. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the PROJECT.

ii. **Temporary Relocation.** The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the construction or rehabilitation of the PROJECT. Such tenants must be provided:

(a) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily-occupied housing, and any increase in monthly rent/utility costs.

(b) Appropriate advisory services, including reasonable advance written notice of:

1. The date and approximate duration of the temporary relocation;
2. The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
3. The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the PROJECT; and

iii. **Relocation Assistance for Displaced Persons.**

(a) A displaced person must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 42014655) and 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601-19) and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to

comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

(b) The recipient certifies that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this Section, and must ensure such compliance.

(c) While the CITY also must comply with 24 CFR 570.606-Displacement, relocation, acquisition, and replacement of housing, the payment of relocation assistance to any displaced person(s) shall be the responsibility of the recipient. Any displaced person(s) by this PROJECT shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as well as applicable requirements in HUD Handbook 1378.

## **7. REQUEST FOR DISBURSEMENT OF FUNDS.**

a. Expenditures. The recipient shall limit expenditures to eligible costs in accordance with HOME Program regulation 24 CFR 92.206 and as authorized in the PROJECT budget. Additionally, to be considered eligible, costs must be incurred in accordance with the PROJECT budget, necessary to accomplish the PROJECT, reasonable in amount for goods and services, incurred for and be assistance provided after the date of this AGREEMENT, and satisfactorily documented.

b. Release of Funds. HOME funds will be distributed to recipient upon receipt of a drawdown request and adequate documentation for eligible HOME costs associated with PROJECT. The amount requested shall be limited to the amount needed for payment of eligible costs. The RDA must receive all drawdown requests for HOME funds by 3 p.m. on the ninth (9<sup>th</sup>) and/or the twenty-fourth (24<sup>th</sup>) of each month in order to guarantee timely payment. Disbursements may not be requested until needed for payment. The RDA shall have right to disapprove any payment request not in accordance with this AGREEMENT, and the RDA may adjust payment accordingly. Disbursements shall be made only to recipient. RDA shall not be responsible for the disbursements of funds to subcontractors or any other eligible payees.

8. **RECORDS AND REPORTS**. The recipient shall maintain all applicable records for this PROJECT with HOME PROGRAM REGULATIONS 24 CFR Part 92.508 Record Keeping. In addition, the recipient shall make available copies of all records as may be requested by the RDA. The recipient shall furnish the RDA with such information and periodic reports as the RDA may request including but not limited to all invoices, timesheets, canceled checks, and other documentation supporting expenditures charged to this AGREEMENT, PROJECT progress reports, final PROJECT reports, HUD Project Completion Reports, as well as reports detailing the number, type, and income of households assisted via this PROJECT.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report with the exception of Item #3. Motion carried.

Moved by Ald. Kocha, seconded by Ald. Moore to adopt Item #3.

Moved by Ald. Steuer, seconded by Ald. Kocha to convene in closed session.

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: Nicholson. Motion carried.



Ald. Steuer read the following: With regard to Item #3, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

Moved by Ald. Tim DeWane, seconded by Ald. Moore to reconvene in open session. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Kocha to direct staff to proceed as discussed in closed session with City Council with respect to KI Convention Center Expansion Project and Parcel 12-164. Motion carried.

### **REPORT OF THE FINANCE COMMITTEE January 22, 2013**

The Finance Committee, having met on Tuesday, January 8, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the minutes of the Finance Committee meeting of December 4, 2012.
2. To receive and place on file the report by the Finance Director on financial statements November year to date.

2013 Contingency Fund  
\$110.000

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report. Motion carried.

### **REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE January 15, 2013**

The Improvement and Service Committee, having met on January 9, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Moises Leon to rescind the snow & ice control charges of \$58.80.
2. To hold the request by St. Mary of the Angels Parish to set up a payment plan for street improvement charges on Irwin Avenue for Parcels 17-448 and 14-1222-A

of \$500 per month without interest charges due to financial hardship until the next Improvement and Service Committee meeting to allow DPW staff to discuss with Law Department.

3. To deny the request by Tom Bierke for an annual exemption to the overnight on-street parking restriction for his residence at 1433 South Chestnut Avenue.
4. To hold the request by Ald. Brunette to review and possibly revise overnight parking restriction on City Streets until the next Improvement and Service Committee meeting.
5. To hold the request by Ald. Brunette for a street light on South Oneida between 8<sup>th</sup> and 9<sup>th</sup> streets until the next Improvement and Service Committee meeting.
6. To install one (1) 9,000 Lumen streetlight in the spring of 2013 at the north end of Leeland Street in front of 301 Leeland Street.
7. To approve the request to permit on-street overnight parking on the north side of Donald Street for a period of 180 days from the date of Common Council Approval and that Leicht Transfer will be responsible for snow removal of areas that cannot be plowed by City forces due to trailers being parked in the street.
8. To receive and place on file the report on the ordinance and policy review related to parking on driveway aprons.
9.
  - A. To award the purchase of Traffic Controllers & Video Detection System to the low responsive vendor, TAPCO, in the amount of \$18,099.00.
  - B. To award the purchase of Traffic Signal Cable items to the low responsive vendor, TAPCO in the amount of \$21,811.00.
10. To award contract "PARKWOOD LIFT STATION REHABILITATION" to the low responsive bidder, Vinton Construction, in the amount of \$59,595.00.
11. To approve the application for Tree & Brush Trimmer License by Consciously Fresh Tree Services.
12. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report. Motion carried.

**REPORT OF THE PARK COMMITTEE**  
**January 15, 2013**

The Park Committee, having met on Wednesday, January 9, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the proposed Joannes Park Neighborhood Association sign location on Mason Street between Goodall and Hartung Streets provided all proper permits and insurances are obtained.
2. To authorize staff to proceed with negotiations as directed in closed session pertaining to a conservation easement as an alternative to property acquisition of parcel 21-6099 and 21-6137 located along Mahon Creek in the proposed Largo Ridge Estates Subdivision Development.
3. To authorize staff to proceed with negotiations as directed in closed session pertaining to the purchase and lease agreement of parcel 8-289 at 1306 Main Street.
4. To authorize staff to provide the proposed nature based four year old kindergarten program at the Bay Beach Wildlife Sanctuary.
5. To receive and place on file the Director's Report.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report with the exception of Item #4. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt Item #4.

Mike Reed, Director of the Wildlife Sanctuary, answered questions from the Council.

A vote was then taken on the motion to adopt Item #4. Motion carried with Ald. Sladek voting no.

### **REPORT OF THE PERSONNEL COMMITTEE** **January 15, 2013**

The Personnel Committee, having met on Tuesday, January 8, 2013 considered all matters on its agenda and reports and recommends the following:

- 1A. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
  - a. Purchasing Manager – Finance/Purchasing
  - b. Business/Grant Manager – Finance & Transit
  - c. Assistant Public Works Director – Public Works
  - d. Building Custodian I – PRF/City Hall Maintenance
  - e. Part-time Cleaner – PRF/City Hall Maintenance
  - f. Facility/Equipment Supervisor – Parks, Recreation & Forestry
  - g. Park Maintenance Workers (4 positions) – Parks, Recreation & Forestry
  - h. Community Service Interns (5 positions) – Police
  - i. Animal Control Interns (2 positions) – Police
  - j. Patrol Officer (3 positions) – Police

- k. Sr. Mechanic – Fire
- l. Sr. Property Manager – Planning/Housing Division
- m. Sr. Accountant – Planning/Housing Division

- 1B. To report back at the next Personnel Committee meeting the analysis of support provided to surrounding communities by Animal Control staff.
- 1C. To report back at the next Personnel Committee meeting the budget restraints regarding the six additional patrol officer positions.
- 2. To approve the reclassification of the Account Clerk II in Purchasing to an Account Clerk III position under the AFSCME Bay Area Contract effective upon approval of the City Council.
- 3. To approve the reclassification of Fire Chief from pay grade 42 with additional holiday and EMT-P pay to pay grade 43 with no additional holiday and EMT-P pay effective upon appointment of the new Fire Chief on a 3-1 vote - Nicholson voting nay.
- 4. To report back at the next Personnel Committee meeting the comparison of job duties in the Web & Graphic Designer job description and the Graphic Artist job description and the reason for the changes.
- 5. To report back at the next Personnel Committee meeting the review of the Police & Fire Commission minutes regarding the appointment of the Interim Police Chief.
- 6. To receive and place on file the report on overtime received by DPW Operations supervisory staff (2008 to present).
  - a. All pay outside of base pay received by DPW Operations supervisory staff including compensatory time.
  - b. Overtime earned at straight time and overtime earned at time and a half.
  - c. Standby/on-call pay.
- 7. To report back quarterly the statistics on transports of probation and parole clients by the Police Department to the Brown County Jail.
- 8A. To approve the Agreement between the City of Green Bay and Teamsters Local 662 Representing School Crossing Guards for 2013 with no wage increase.
- 8B. To receive and place on file the update and discussion regarding labor negotiations.
- 9. To receive and place on file the review of Personnel Action Forms as part of the Personnel Committee.

10. To receive and place on file the report of routine Personnel Actions for regular employees and seasonal Park Dept. employees.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report.  
Motion carried.

**PROTECTION & WELFARE COMMITTEE REPORT**  
**Monday, January 15, 2013**

The Protection & Welfare Committee, having met on Monday, December 17, 2012, considered all matters on the agenda and wish to report and recommend the following:

1. To deny the application for a "Class B" Combination License by Justin Sobieraj at 1542 University Avenue (postponed from October 22, 2012 and November 26, 2012 meeting). (Transfer from Kathy Broder)
2. To deny the Application for a "Class B" Combination License and an Adult Entertainment License by B.J.R.N., LLC at 418 N. Monroe Avenue. (Transfer from DAFI, Inc.) (Postponed from the November 26, 2012 meeting)
3. To approve the application for one of five available "Class B" Combination Licenses by Chip Stacks, Inc. at 414-418 Dousman Street with the approval of the proper authorities.
4. To approve the application to keep three dogs and three cats at 503 Scott Drive with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
5. To approve the appeal by Jamie Croxford to the denial of her Operator License application contingent on a letter from her employer to the Law Department referencing possible promotion before the January Common Council meeting.
6. To approve the appeal by Desia Tallmadge to the denial of her Operator License application.
7. To approve the resolution as presented in regards to the request by Ald. Moore to present and finalize a resolution allowing the Chief of Police to designate certain Community Service Interns authority to issue certain citations.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Item #5. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt Item #5.

Moved by Ald. Brunette, seconded by Ald. Moore to amend Item #5 by deleting everything after "application" and adding "based on letters received from her employer."  
Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Kocha to adopt Item #5 as amended. Motion carried.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE**  
**GRANTING OPERATOR LICENSES**  
**January 15, 2013**

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

**OPERATOR LICENSES**

Belanger, Jodi J  
Biese, Theresa A  
Bryant, Roy T  
Calaway, Samantha K  
Cardimona, Leah R  
Carson, Nicole M  
Cherney, Ryan J  
Courchaine, Nicholas J  
DeGreef, Jeffrey J  
Eggert, Nikolas J  
Frinzi, Maribeth K  
Guiliano, Tyla M  
Haney, Chanel M  
Harrison, Troy P  
Haupt, Kenneth A  
Haupt, Sunshine F  
Heinz, Troy D  
Hyde, Alex M  
Jensen, Craig S  
Johnson, Bernard J  
Kappell, Raymond P  
Katarincic, Chad W  
Koczot, Christopher M  
Koprowski, Marcey M  
Krings, Stacy L  
LaCrosse, Aaron D  
Laes, Jonathan D  
Lardo, Chad R  
Lealiou, Jessica L  
Leitzke, William J  
Maddix, Jeremy L

Manteufel, Cheryl L  
Matuszak, Joe H  
Olejniczak, Cory L  
Phillips, Sheila R  
Piontek, Susan A  
Piumbroeck, William J  
Raduenz, Justin M  
Rapuch, Abraham Z  
Riederer, Kristina L  
Sander, Robert S  
Scow, Yonakwala OR  
Selby, Gena H  
Sundquist, Nicole K  
Taylor, Eteka J  
Thill, Trisha L  
Vander Logt, Connie L  
Wainwright, Cheri L  
Whiting, Richard A  
Wickman, Veronica J

Moved by Ald. Thomas DeWane, seconded by Ald. Kocha to adopt the report. Motion carried with Ald. Danzinger abstaining on the approval of Maribeth K. Frinzi.

### **RECEIVE & PLACE ON FILE**

Full Trial Balance Report for period ending November, 2012.

Municipal Court Report for November, 2012.

Check Register for November, 2012.

Building Permit Reports for November and December, 2012.

Moved by Ald. Kocha, seconded by Ald. Thomas DeWane to receive the matters and place them on file. Motion carried.

### **RESOLUTIONS**

## **COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN**

**January 15, 2013**

**Resolution No. 10**

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### **An Initial Resolution Authorizing the Issuance of Not to Exceed \$10,985,000 General Obligation Refunding Bonds**

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BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**Issuer**"), shall issue its negotiable, general obligation refunding bonds in a principal amount not to exceed \$10,985,000 to refund some of the outstanding maturities of the Issuer's (i) \$5,725,000 General Obligation Corporate Purpose Bonds, Series 2004B, dated May 1, 2004, (ii) \$9,455,000 General Obligation Corporate Purpose Bonds, Series 2005B, dated June 1, 2005, and (iii) \$9,225,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated May 1, 2006; *provided, however*, that said refunding bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Adopted: January 15, 2013

Approved: January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk



Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**January 15, 2013**

**Resolution No. 11**

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**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$10,985,000 General Obligation Refunding Bonds, Series 2013A,  
and All Related Details**

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**RECITALS**

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer is in need of funds to finance the advance refunding of some of the callable maturities described herein of the Issuer’s (i) \$5,725,000 General Obligation Corporate Purpose Bonds, Series 2004B, dated May 1, 2004, (ii) \$9,455,000 General Obligation Corporate Purpose Bonds, Series 2005B, dated June 1, 2005, and (iii) \$9,225,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated May 1, 2006 (collectively, the “**Refunding**”).

2. On January 15, 2013, prior to the adoption of this resolution, the Governing Body adopted an initial resolution authorizing the issuance of not to exceed \$10,985,000 in principal amount of general obligation refunding bonds of the Issuer for the purpose of the Refunding (the “**Initial Resolution**”).

3. The Governing Body wishes to borrow the funds needed for the Refunding by selling and issuing its general obligation refunding bonds pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the \$10,985,000 General Obligation Refunding Bonds, Series 2013A authorized by this resolution.

## RESOLUTIONS

The Governing Body resolves as follows:

### **Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

**“Book-Entry System”** means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Depository”** means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

**“DTC”** means The Depository Trust Company.

**“Escrow Account”** means the escrow account created under the Escrow Agreement.

**“Escrow Agent”** means the Associated Trust Company, National Association.

**“Escrow Agreement”** means the escrow agreement to be entered into between the Issuer and the Escrow Agent to effect the refunding of the Refunded Bonds.

**“Financial Officer”** means the Treasurer.

**“Fiscal Agent”** means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** means the Issuer’s Common Council.

**“Issuer”** means the City of Green Bay, Wisconsin.

**“Municipal Officers”** means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Obligations”** means the \$10,985,000 City of Green Bay, Wisconsin General Obligation Refunding Bonds, Series 2013A, which will be issued pursuant to this resolution.

**“Original Issue Date”** means February 5, 2013.

**“Prior Bonds”** means collectively, the Series 2004B Bonds, the Series 2005B Bonds, and the Series 2006A Bonds.

**“Purchase Price”** means \$10,990,428.00, plus payment by the Purchaser on behalf of the Issuer of \$39,552.50 of the costs of issuing the Obligations.

**“Purchaser”** means Robert W. Baird & Co. Incorporated, or a group that it represents.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Issuer’s Clerk.

**“Redemption Date”** means April 1, 2014 for the Series 2004B Refunded Bonds, and April 1, 2015 for the Series 2005B Refunded Bonds and the Series 2006A Refunded Bonds.

**“Refunded Bonds”** means, collectively, the Series 2004B Refunded Bonds, the Series 2005B Refunded Bonds, and the Series 2006A Refunded Bonds.

**“Refunding”** means the advance refunding of the Refunded Bonds.

**“Register”** means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

**“Series 2004B Bonds”** means the Issuer’s \$5,725,000 General Obligation Corporate Purpose Bonds, Series 2004B, dated May 1, 2004.

**“Series 2004B Refunded Bonds”** means the 2015 and 2016 maturities of the Series 2004B Bonds.

“**Series 2005B Bonds**” means the Issuer’s \$9,455,000 General Obligation Corporate Purpose Bonds, Series 2005B, dated June 1, 2005.

“**Series 2005B Refunded Bonds**” means the 2016 through and including 2025 maturities of the Series 2005B Bonds.

“**Series 2006A Bonds**” means the Issuer’s \$9,225,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated May 1, 2006.

“**Series 2006A Refunded Bonds**” means the 2016 through and including 2021 maturities and a \$560,000 portion of the 2026 term bond maturity of the Series 2006A Bonds

“**Treasurer**” means the Issuer’s Treasurer.

## **Section 2. Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

## **Section 3. Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation refunding bonds of the Issuer in the principal amount of \$10,985,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Refunding and issuing the Obligations (including, but not limited to, printing costs, fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable). The Issuer ratifies and approves any action taken in connection with the issuance of the Obligations prior to the date of this resolution.

## **Section 4. Terms of Obligations.**

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Refunding Bonds, Series 2013A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2013, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2014	\$ 175,000	1.000%
April 1, 2015	715,000	1.000
April 1, 2016	1,650,000	1.000
April 1, 2017	1,100,000	1.500
April 1, 2018	1,120,000	1.500
April 1, 2019	1,130,000	1.500
April 1, 2020	1,165,000	2.000
April 1, 2021	1,185,000	2.000
April 1, 2022	655,000	2.000
April 1, 2023	675,000	2.500
April 1, 2024	700,000	2.500
April 1, 2025	715,000	2.625

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which those original debts were incurred. This means that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

#### **Section 5. Refunding of Refunded Bonds; Escrow Agreement.**

To provide for the redemption of each Refunded Bond on its applicable Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the debt service funds for each of the Prior Bonds. Those transfers must be made on or prior to each applicable Redemption Date. The amount transferred must be sufficient, together with all other funds then on deposit in said funds, to pay the amounts due on each Refunded Bond on the applicable Redemption Date. To provide for the transfers relating to the Refunded Bonds, the Municipal Officers are directed to

enter into the Escrow Agreement on the Issuer's behalf. The amounts deposited in the Escrow Account must be invested and disbursed in the manner described in the Escrow Agreement.

#### **Section 6. Redemption of Refunded Bonds.**

The Issuer irrevocably directs that the principal amount of each Refunded Bond be redeemed and paid in full in advance of its stated maturity on the applicable Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for each of the Prior Bonds to take all actions required to call each Refunded Bond for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for each of the Prior Bonds. The Issuer ratifies and approves any action taken in connection with the Refunding and the redemption of the Refunded Bonds prior to the date of this resolution.

#### **Section 7. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Register.

#### **Section 8. Appointment of Depository.**

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

#### **Section 9. Book-Entry System.**

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully registered certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial

owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

#### **Section 10. Redemption.**

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 11 and 12 of this resolution.

#### **Section 11. Payment of Obligations/Transfers/Under Book-Entry System.**

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

*Payment.* The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

*Transfers.* The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, and the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemption.* If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon

surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

*Notice of Redemption.* Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution.

## **Section 12. Payment of Obligations/Transfers/Not Under Book-Entry System.**

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

*Payment.* The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.



*Partial Redemptions.* If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

*Notice of Redemption.* Notice of the redemption of any of the Obligations must be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

### **Section 13. Form of Obligations.**

The Obligations must be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

### **Section 14. Execution of Obligations.**

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

### **Section 15. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

### **Section 16. Sale of Obligations.**

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the “**Purchase Agreement**”). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer’s name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with the Purchase Agreement and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

### **Section 17. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax must be carried from year to year into the Issuer's tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2013	\$ 363,018.76
2014	898,568.76
2015	1,821,743.76
2016	1,255,243.76
2017	1,258,593.76
2018	1,251,718.76
2019	1,266,593.76
2020	1,263,093.76
2021	714,693.76
2022	719,706.26
2023	727,518.76
2024	724,384.38

Taking into account any accrued interest received at the time of delivery of the Obligations and any premium paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations that has been deposited into the Debt Service Fund as provided in Section 18 hereof, the Issuer appropriates from its 2012 tax levy an amount sufficient to pay the remaining amount, if any, needed for the interest payments coming due on the Obligations on April 1, 2013 and on October 1, 2013. As a result of the foregoing, the Issuer does not need to levy a tax for the 2013 interest payments on the Obligations.

### **Section 18. Debt Service Fund.**

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into such account within the Debt Service Fund and used to pay interest on the Obligations. If the money in such account within the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

### **Section 19. Borrowed Money Fund.**

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited in the Escrow Account (herein referred to as the **"Borrowed Money Fund"**). The Escrow Account will be deemed to be the Borrowed Money Fund for the Obligations for the purpose of Section 67.10(3) of the Wisconsin Statutes. Money in the Borrowed Money Fund, including any earnings, must (a) be used to pay the costs of (i) the Refunding and (ii) issuing the Obligations or (b) be transferred to the Debt Service Fund as provided by law.

### **Section 20. Official Statement.**

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the **"Official Statement"**) to be prepared prior to the issuance of the Obligations; *provided* that the Official Statement must be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers must deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

### **Section 21. Publication of Notice.**

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in a newspaper of general circulation in the locality of the Issuer, or in the Issuer's official newspaper if it has one, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

### **Section 22. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

**Section 23. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

**Section 24. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 25. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

**Section 26. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 27. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: January 15, 2013

Approved: January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN  
CITY OF GREEN BAY

No. R-\_\_\_\_

Registered  
\$\_\_\_\_\_

GENERAL OBLIGATION REFUNDING BOND, SERIES 2013A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	February 5, 2013	392641 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2013, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$10,985,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on January 15, 2013, and (2) the resolution duly adopted by the governing body of the Issuer on January 15, 2013, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$10,985,000 General Obligation Refunding Bonds, Series 2013A,

and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered obligations.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), who will act as paying agent and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15<sup>th</sup> day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”).

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

*Transfers.* The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent and in exchange and upon the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge

required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemption.* If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

*Notice of Redemption.* Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with



respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemption.* If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

*Notice of Redemption.* Notice of the redemption of any of the Obligations must be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of February 5, 2013.

CITY OF GREEN BAY, WISCONSIN

By:

\_\_\_\_\_  
Mayor

[SEAL]

And:

\_\_\_\_\_

Clerk

Certificate of Authentication

Dated: February \_\_, 2013

This Obligation is one of the Obligations  
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,  
as Fiscal Agent

By: \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

February \_\_, 2013

City of Green Bay  
100 North Jefferson Street  
Green Bay, Wisconsin 54301

Subject: \$10,985,000  
City of Green Bay, Wisconsin  
General Obligation Refunding Bonds, Series 2013A

We have acted as bond counsel to the City of Green Bay, Wisconsin (the “**Issuer**”) in connection with the issuance of its \$10,985,000 General Obligation Refunding Bonds, Series 2013A, dated February 5, 2013 (the “**Obligations**”).

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

1. The Obligations are valid and binding general obligations of the Issuer.
2. All taxable property in the Issuer’s territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations except to the extent that the Issuer has deposited other funds, or there is otherwise surplus money, in the account within the debt service fund created for the Obligations under Wisconsin law.
3. Interest on the Obligations is excluded from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on all taxpayers; however, interest on the Obligations is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. The Issuer must comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Code**”), that must be satisfied after the Obligations are issued for interest on the Obligations to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has agreed to comply with those requirements. Its failure to do so may cause interest on the Obligations to be included in gross income for federal income tax purposes, in some cases retroactively to the date the Obligations were issued. We express no opinion about other federal tax law consequences relating to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law. In acting as bond counsel, we have established an attorney-client relationship only with the Issuer.

Very truly yours,

## EXHIBIT B

### NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On January 15, 2013, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation refunding bonds in the face amount of \$10,985,000. It is anticipated that the closing of this bond financing will be held on or about February 5, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: January \_\_\_\_, 2013

/s/ Kris A. Teske  
City Clerk

Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

Moved by Ald. Danzinger, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting all of the remaining resolutions with one roll call vote. Motion carried.

## **FINAL PAYMENTS RESOLUTION JANUARY 15, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

**1. TRAFFIC SIGNAL REPAIR 2012**

**West Electric, Inc.**

**TOTAL AMOUNT EARNED:** \$ 123,878.54

**LESS AMOUNT RETAINED:** \$ 0.00

\$ 123,878.54

**LESS AMOUNT PREVIOUSLY PAID:** \$ 118,985.61

**AMOUNT DUE THIS ESTIMATE:** \$ 4,892.93

**ACCOUNT NUMBERS**

**401-50-500-501-55380-000000-000-64032: \$3,292.53**

**401-50-500-501-55141-000000-000-64041: \$1,600.00**

**401-50-500-501-55141-000000-000-64032: \$0.40**

**PO#105147**

**2. SEWERS 1-10 (INCLUDING WATER MAIN) PART B**

**DeGroot, Inc.**

**TOTAL AMOUNT EARNED:** \$ 620,303.70

**LESS AMOUNT RETAINED:** \$ 0.00

\$ 620,303.70

**LESS AMOUNT PREVIOUSLY PAID:** \$ 576,330.09

AMOUNT DUE THIS ESTIMATE: \$ 43,973.61

ACCOUNT NUMBERS

501-00-000-000-12201-000000-000-13020: \$3,388.64  
456-50-500-502-55355-000000-000-13020: \$26,147.65  
456-50-500-501-55355-000000-000-13020: \$14,437.32  
PO#104414

3. SEWERS 5-11 (INCLUDING WATER MAIN) PART A  
Vinton Construction Company

TOTAL AMOUNT EARNED: \$ 386,687.63

LESS AMOUNT RETAINED: \$ 0.00

\$ 386,687.63

LESS AMOUNT PREVIOUSLY PAID: \$ 356,099.91

AMOUNT DUE THIS ESTIMATE: \$ 30,587.72

ACCOUNT NUMBERS

501-00-000-000-12201-000000-000-63091: \$22,625.50  
403-50-500-502-55355-000000-000-63091: \$7,962.22  
PO#104875

4. SEWERS 5-11 (INCLUDING WATER MAIN) PART B  
Vinton Construction Company

TOTAL AMOUNT EARNED: \$237,782.83

LESS AMOUNT RETAINED: \$ 0.00

\$ 237,782.83

LESS AMOUNT PREVIOUSLY PAID: \$ 223,187.88

AMOUNT DUE THIS ESTIMATE: \$ 14,594.95

ACCOUNT NUMBERS

501-00-000-000-12201-000000-000-63101: \$6,297.50  
403-50-500-502-55355-000000-000-63101: \$8,297.45  
PO#104874



Adopted January 15, 2013  
Approved January 16, 2013

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING THE POLICE CHIEF  
TO DELEGATE CITATION-WRITING AUTHORITY TO  
CERTAIN COMMUNITY SERVICE AND ANIMAL CONTROL INTERNS

January 15, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay desires to save police resources and employ police officers where their specialized training and skills are best utilized; and

WHEREAS, the Green Bay Police Department employs community service interns and animal control interns who assist police officers in performing certain duties; and

WHEREAS, offenses involving animals and parking violations are police tasks that can be assigned to community service and animal control interns to save police department resources; and

WHEREAS, there will be no reduction in quality of work if animal calls and parking violations are investigated by community service and animal control interns who are deemed fit by the Chief of Police to perform such duty.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to § 40.12, Green Bay Municipal Code, the City of Green Bay authorizes the Chief of Police to delegate citation-writing authority to those community service interns and animal control interns deemed fit by

the Chief of Police to properly investigate and issue citations for animal complaints and parking violations.

BE IT FURTHER RESOLVED, that the Chief of Police may limit such citation-writing authority to certain categories of offenses or withdraw such citation-writing authority at any time without further approval or process.

Adopted January 15, 2013

Approved January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 1461 MORROW STREET  
(ZP 12-55)

January 15, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 12-55 and the recommendation of the Plan Commission on January 7, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a two-family dwelling in a Low Density Residential (R1) District located on the following described property at 1461 Morrow Street:

OAK GROVE LOT 93 & VACATED ALLEY ADJ  
(Tax Parcel No. 8-70)

Said conditional-use permit shall be granted subject to the following conditions:

- a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the conditional-use permit.

- b. Staff working with the applicant and adjoining property owner to delineate parking areas.
- c. The applicant provides additional green space to minimize the existing parking areas.

Adopted January 15, 2013

Approved January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING  
AMENDMENT TO CONDITIONAL-USE  
PERMIT AT 1239 SHADOW LANE  
(ZP 12-53)

January 15, 2013

That pursuant to Zoning Petition 12-53 and the recommendation of the Plan Commission on January 7, 2013, the City of Green Bay does authorize an amendment to the conditional-use permit granted on September 15, 2009, for a transient residential use located on the following described property at 1239 Shadow Lane:

DENEYS SUB #4 LOT 7 BLOCK 1  
(Tax Parcel No. 1-2215)

Said conditional-use permit shall be amended to increase the occurrences of the transient residential use to four occurrences per month.

Adopted January 15, 2013

Approved January 16, 2013

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION TO ACCEPT SIDEWALKS  
AND ISSUE ASSESSMENTS  
January 15, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the following sidewalks built on the following streets by Martell Construction, Inc., under its contract duly awarded on May 15, 2012, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years, and shall be charged to the particular property against which assessments have been made.

Adopted January 15, 2013

Approved January 16, 2013

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

C I T Y O F G R E E N B A Y

BELLEVUE  
CROOKS TO CHICAGO

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=====
===
      8-551                      420 BELLEVUE ST
SANDRA M MC DONALD             F E STRAUBELS ADD REPLATTED
420 BELLEVUE ST                LOT 46
GREEN BAY, WI 54302-2826

125.0 Square Feet @ $4.85 Sq/Ft      $606.25

Project (4789) Total              $606.25
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BOND  
ETHEL TO WILSON

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===
      5-1308-A-1                1171 MATHER ST
FRANKLIN HEILMANN             MILITARY RESERVE N 181 FT O
C/O GARY HEILMANN             F E 61 FT OF LOT 185 LYG
1787 BOLAND RD                IMMEDIATELY S OF MATHER ST
GREEN BAY, WI 54303

140.0 Square Feet @ $4.85 Sq/Ft      $679.00

      5-1309-B                1183 BOND ST
CHAD GREUEL                   MILITARY RESERVE PRT OF LOT
1183 BOND ST                  186 DES IN 348 D 117 BCR
GREEN BAY, WI 54303-4040

25.0 Square Feet @ $4.85 Sq/Ft      $121.25

      5-1311-A-2                1186 BOND ST
HARVEY M & AMY R KNUTSON       MILITARY RESERVE S 1/2 OF E
1186 BOND ST                  56 FT OF THAT PRT OF LOT
GREEN BAY, WI 54303-4041       187 LYG BETW MATHER & BOND
                                STS
75.0 Square Feet @ $4.85 Sq/Ft      $363.75

Project (4790) Total              $1,164.00
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CHERRY ST  
VANBUREN TO WEBSTER

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=====
===
      9-116-1                   901 CHERRY ST
901 CHERRY INC                LOT 1 OF 10 CSM 155 ALSO
C/O DONNA M STRECKENBACH       THE WLY 5 FT OF LOT 1 OF 7
1454 AVONDALE DR              CSM 171
GREEN BAY, WI 54313-5904

435.0 Square Feet @ $4.85 Sq/Ft      $2,109.75

Project (4794) Total              $2,109.75
```

DAVID DR  
DOUSMAN TO NANCY

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=====
===
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6-2397  
JAY J & SANDRA TIBBETTS  
328 DAVID DR  
GREEN BAY, WI 54303-3307

328 DAVID DR  
WEST PARK SUBDIVISION LOT  
37

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

Project (4795) Total \$121.25

DEBRA  
ABRAMS TO LAURA

=====

21-1111-P-60  
ERIC W COLLINS  
1716 DEBRA LN  
GREEN BAY, WI 54302-2214

1716 DEBRA LN  
STONES ADD #2 LOT 6 BLK 5

50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4797) Total \$242.50

EDGEWOOD DR  
SUN TO HEATHER

=====

21-4242  
JESSE A & MELISSA M  
JACQUES  
1269 HILLCREST HEIGHTS  
GREEN BAY, WI 54313-7217

910-912 EDGEWOOD DR  
LOT 84 PHEASANT RUN EAST

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

21-4293  
MYRIK PROPERTIES LLC  
PO BOX 8043  
GREEN BAY, WI 54308

921-923 EDGEWOOD DR  
OLYMPIAN ESTATES FIRST  
ADDITION LOT 83

100.0 Square Feet @ \$4.85 Sq/Ft \$485.00

21-4295  
DONALD E LANGEMAK  
& ROBERT J ENGSTROM  
1555 CEDAR ST  
GREEN BAY, WI 54302-1855

911-913 EDGEWOOD DR  
OLYMPIAN ESTATES FIRST  
ADDITION LOT 85

100.0 Square Feet @ \$4.85 Sq/Ft \$485.00

21-4296  
KEVIN D & GAY M MASHL  
5312 CHRISTENSEN LN  
DENMARK, WI 54208-8937

903-905 EDGEWOOD DR  
OLYMPIAN ESTATES FIRST  
ADDITION LOT 86

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

Project (4801) Total \$1,212.50

ELEVENTH  
EIGHTH TO NINTH

=====

1-662-A  
DUANE R NORDSTROM  
1200 ELEVENTH AV  
GREEN BAY, WI 54304-2639

1200 ELEVENTH AV  
WEST SIDE HILL NLY 54 FT OF  
SLY 56 FT OF E1/2 OF LOT 15

	75.0 Square Feet @ \$4.85 Sq/Ft	\$363.75
	Project (4787) Total	\$363.75
ELIZA ST		
IRWIN TO BAIRD		
=====		
===		
17-536	1315 ELIZA ST	
MICHAEL F DANELSKI	PLAT OF ASTOR LOT 24 BLK	
238 LITTLE RD	134	
GREEN BAY, WI 54301-1904		
	25.0 Square Feet @ \$4.85 Sq/Ft	\$121.25
	Project (4802) Total	\$121.25
ELMORE		
ETHEL TO FAIRVIEW		
=====		
===		
5-1310-B	1176 ELMORE ST	
JOHN N LUEDEMAN	MILITARY RESERVE THAT PRT O	
1176 ELMORE ST	F LOT 186 AS DES IN VOL 305	
GREEN BAY, WI 54303-4033	D 285 BCR	
	50.0 Square Feet @ \$4.85 Sq/Ft	\$242.50
	Project (4803) Total	\$242.50
FARLIN AV		
BARKER TO HENRY		
=====		
===		
19-529	1729 FARLIN AV	
SCOTT R BERGEN	HAEVERS SUBD OF LOTS 15-20	
1729 FARLIN AV	NEWBERRYS ADD SUBD #1 LOT	
GREEN BAY, WI 54302-2913	20 BLK 5	
	50.0 Square Feet @ \$4.85 Sq/Ft	\$242.50
	Project (4804) Total	\$242.50
FRED ST		
BASTEN TO VANDEUREN		
=====		
===		
21-1714-E-25	567 FRED ST	
JAMES GORE	GEIMER ADDITION LOT 25	
567 FRED ST		
GREEN BAY, WI 54302-5013		
	22.0 Square Feet @ \$4.85 Sq/Ft	\$106.70
	Project (4805) Total	\$106.70
GROSS CT		
GROSS TO GROSS		
=====		
===		
2-1200	818 GROSS CT	
NICHOLAS M JONES	DECOSTER SUBD #3 LOT 7 & S	
& AMANDA L TREPANIER	12 FT OF LOT 6 BLK 3	

818 GROSS CT  
GREEN BAY, WI 54304-2518

125.0 Square Feet @ \$4.85 Sq/Ft \$606.25

2-1209  
TIMOTHY A & CHRISTINA M  
GREETAN  
835 GROSS CT  
GREEN BAY, WI 54304-2517

835 GROSS CT  
DECOSTER SUBD #3 LOT 2 BLK  
4

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

2-1264  
SHARON A DUCAT  
817 GROSS CT  
GREEN BAY, WI 54304-2517

817 GROSS CT  
JOS LOCH SUBD #2 LOT 5

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

2-1265  
TIMOTHY A KRALL  
819 GROSS CT  
GREEN BAY, WI 54304-2517

819 GROSS CT  
JOS LOCH SUBD #2 LOT 6

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

2-1266  
JON & MARGARET A MURRAY  
FORDYCE  
PO BOX 55  
GREEN BAY, WI 54305-0055

821 GROSS CT  
JOS LOCH SUBD #2 LOT 7

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

2-1267  
ANNETTE M KING  
823 GROSS CT  
GREEN BAY, WI 54304-2517

823 GROSS CT  
JOS LOCH SUBD #2 LOT 8

75.0 Square Feet @ \$4.85 Sq/Ft \$363.75

2-1269  
RICHARD C & JULIE J DART  
827 GROSS CT  
GREEN BAY, WI 54304-2517

827 GROSS CT  
JOS LOCH SUBD #2 LOT 10

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

Project (4807) Total \$1,576.25

S HENRY ST  
NEWBERRY TO OAKDALE

=====

21-1860-2  
ROSA M ESTUPINAN  
305 S HENRY ST  
GREEN BAY, WI 54302-3201

305 S HENRY ST  
GREILING REALTY COS PLAT OF  
OAKDALE S 70 FT OF N 100  
FT OF THAT PRT OF LOTS 23 &  
24 LYG E OF HENRY ST  
50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4830) Total \$242.50

KELLOGG ST  
ROYAL TO PARK

=====

5-1675 1306 KELLOGG ST



CHARLOTTE C MACK 1306 KELLOGG ST GREEN BAY, WI 54303	THOMAS WILSON SUBD LOT 4 & W 19 FT 4 IN OF LOT 5 BLK 1	25.0 Square Feet @ \$4.85 Sq/Ft	\$121.25
	Project (4828) Total		\$121.25
LA COUNT RD FERNDAL TO SUNSHINE =====			
===			
6H-2770 ONEIDA TRIBE OF INDIANS PO BOX 365 ONEIDA, WI 54155-0365	1334-1336 LA COUNT RD THE DUNES LOT 60 & ELY 4 FT OF SLY 22.15 FT OF LOT 58 & ELY 4 FT OF NLY 55.35 FT OF LOT 59	50.0 Square Feet @ \$4.85 Sq/Ft	\$242.50
	Project (4792) Total		\$242.50
MASON ST W MILITARY TO FISK =====			
===			
6-169 GREEN BAY PLAZA LLC 1 NORTHFIELD PLAZA #305 NORTHFIELD, IL 60093-1251	1505 W MASON ST TANKS SUB PC 2-9W THAT PART OF LOTS 29 & 30 & PRT OF LOT 79 ASSESSORS SUBD NO 1 DESC IN J21196-24 EX ST IN J23954-01 & PRT DESC IN J26904-09	126.0 Square Feet @ \$4.85 Sq/Ft	\$611.10
	Project (4829) Total		\$611.10
W MASON ST FISK TO MILITARY =====			
===			
6-145-A-1 WOOD ORCHARD LAND COMPANY LLC 3908 PETERSON RD STURGEON BAY, WI 54235-3111	1502 W MASON ST LOT A OF 2 CSM 23 BNG PART OF LOT 11 TANKS SUBD OF PC 2-9 WSFR	210.0 Square Feet @ \$4.85 Sq/Ft	\$1,018.50
6-146-C ALLAN LIVING TRUST 2673 SENECA CT GREEN BAY, WI 54313-4931	1510 W MASON ST PARCEL B OF 2 CSM 507 BNG PART OF LOT 11 OF CLA TANKS SUBD OF PC 2-9 WSFR	21.0 Square Feet @ \$4.85 Sq/Ft	\$101.85
6-146-D NEIL S & KATHLEEN A RECHSTEINER 1518 W MASON ST GREEN BAY, WI 54303-2216	1518 W MASON ST TANKS SUBD OF PC 2-9 WSFR THE S 200 FT OF ELY 76 FT OF W 79.9 FT OF LOT 11	95.0 Square Feet @ \$4.85 Sq/Ft	\$460.75
6-147-C	1538 W MASON ST		

CFSC PROPERTIES LLC  
C/O BOB WELLENSTEIN  
4535 W NORTH AVE  
MILWAUKEE, WI 53208

LOT 1 OF 27 CSM 48 BNG PART  
OF LOT 12 OF TANKS SUBD OF  
PC 2-9 WSFR

72.0 Square Feet @ \$4.85 Sq/Ft \$349.20

6-169  
GREEN BAY PLAZA LLC  
1 NORTHFIELD PLAZA #305  
NORTHFIELD, IL 60093-1251

1505 W MASON ST  
TANKS SUB PC 2-9W THAT PART  
OF LOTS 29 & 30 & PRT OF  
LOT 79 ASSESSORS SUBD NO 1  
DESC IN J21196-24 EX ST IN  
J23954-01 & PRT DESC IN  
J26904-09

72.0 Square Feet @ \$4.85 Sq/Ft \$349.20

6-170-C  
BORDER PATROL WI INC  
DBA TACO BELL #5044  
147 S BUTLER ST STE 2  
MADISON, WI 53703-5610

1529 W MASON ST  
TANKS SUBD OF PC 2-9W ELY  
135 FT OF NLY 200 FT OF LOT  
30

128.0 Square Feet @ \$4.85 Sq/Ft \$620.80

6-171-C  
SCP 2006 C23 112 #8541 1  
C/O CVS PHARMACY INC  
ONE CVS DR  
WOONSOCKET, RI 02895-6146

1561 W MASON ST  
TANKS SUBD PC 2-9 WSFR PRT  
OF W 1/2 LOT 30 AS DESC IN  
309 D 659 EX 343 D 174 & EX  
360 D 190 & EX ST IN 980 R  
573 & EX ST IN J12031-40 &  
PRT DESC IN J24663-39 & EX  
RD IN 2481652

84.0 Square Feet @ \$4.85 Sq/Ft \$407.40

Project (4838) Total \$3,307.70

MATHER ST  
WINFORD TO NEVILLE

=====

5-1614  
JERRY L PEDERSON JR  
1163 MATHER ST  
GREEN BAY, WI 54303

1163 MATHER ST  
HOLZ SUBD LOT 1 BLK 1

175.0 Square Feet @ \$4.85 Sq/Ft \$848.75

Project (4815) Total \$848.75

MATHER ST  
BUCHANAN TO WINFORD

=====

5-1303-B  
SHARON L LAUBENSTEIN  
1139 MATHER ST  
GREEN BAY, WI 54303-4050

1139 MATHER ST  
MILITARY RESERVE N 1/2 OF W  
1/2 OF THAT PRT OF LOT 181  
LYG BETW N LINE OF BOND ST  
& S LINE OF MATHER ST AS  
DES IN 268 D 318 BCR

50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4816) Total \$242.50

NANCY AV  
MURPHY TO STEVEN

=====

===

6-2434  
JAYME J & SHEILA M  
KUJAVA  
1698 NANCY AV  
GREEN BAY, WI 54303-3356

1698 NANCY AV  
WEST PARK SUBDIVISION LOT  
74

25.0 Square Feet @ \$4.85 Sq/Ft \$121.25

Project (4821) Total \$121.25

NEWBERRY AV  
SCHOBBER TO REIMER

=====

===

21-1854-1  
NICOLE E NOONAN  
1840 NEWBERRY AV  
GREEN BAY, WI 54302-3314

1840 NEWBERRY AV  
GREILING REALTY COS PLAT OF  
OAKDALE N 87 FT OF LOT 18  
EX ST  
50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4823) Total \$242.50

NEWBERRY AV  
REIMER TO HUTH

=====

===

21-1714-C-9  
DARRELL J DEQUAINE  
1767 KIMBALL ST  
GREEN BAY, WI 54302-3218

1869-1873 NEWBERRY AV  
E-Z ADDITION LOT 9

50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4824) Total \$242.50

ROCKDALE ST  
GROSS TO ONEIDA

=====

===

1-1928  
THOMAS A & PATRICIA J  
ZEITLER  
1149 ROCKDALE ST  
GREEN BAY, WI 54304-3311

1149 ROCKDALE ST  
ONEIDA STREET BLACKHAWK TRA  
CT LOT 4

50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4826) Total \$242.50

ROOSEVELT ST S  
STUART TO CROOKS

=====

===

14-986  
RAMIRO S GARCIA  
& GUILLERMINA M MAGANA  
302 S ROOSEVELT ST

302 S ROOSEVELT ST  
PLAT OF ASTOR N 67 FT OF  
LOT 1 BLK 105

GREEN BAY, WI 54301-3811	75.0 Square Feet @ \$4.85 Sq/Ft	\$363.75
	Project (4837) Total	\$363.75
SHEA AV		
VELP TO FRANKLIN		
=====		
===		
18-121	832 SHEA AV	
DONALD & LINDA DITZMAN	SHEA & GALLAGHERS ADD LOT 9	
832 SHEA AV	BLK 4	
GREEN BAY, WI 54303-3806	25.0 Square Feet @ \$4.85 Sq/Ft	\$121.25
	Project (4832) Total	\$121.25
SPENCE ST		
KENWOOD TO RALEIGH		
=====		
===		
1-2668	1733-1737 SPENCE ST	
GERALD DE VILLERS	MARYDALE SUB #3 LOT 1 BLK 8	
1737 SPENCE ST		
GREEN BAY, WI 54304-3873	75.0 Square Feet @ \$4.85 Sq/Ft	\$363.75
	Project (4811) Total	\$363.75
SPENCE		
ROSCOE TO LANGLADE		
=====		
===		
1-425-2	1236 LANGLADE AV	
JEFFERY J & JANICE M	RIDGE ACRES SUBD THAT PART	
POUWELS	OF LOT 9 AS DESC IN VOL 358	
1236 LANGLADE AV	D 41 BCR	
GREEN BAY, WI 54304-3278	75.0 Square Feet @ \$4.85 Sq/Ft	\$363.75
	Project (4833) Total	\$363.75
N VAN BUREN ST		
WALNUT TO CHERRY		
=====		
===		
10-75	117 N VAN BUREN ST	
JANET M HANAWAY	NAVARINO PLAT S 45 FT OF LO	
117 N VAN BUREN ST	TS 668-669 & 670	
GREEN BAY, WI 54301-4825	50.0 Square Feet @ \$4.85 Sq/Ft	\$242.50
	Project (4820) Total	\$242.50
WESTFIELD AV		
BOLAND TO MURPHY		
=====		
===		
6-1252	1634 WESTFIELD AV	

DENNIS G & JO ANN K  
HECKER  
2579 PECAN ST  
GREEN BAY, WI 54311

MURPHY PARK ADDN LOT 7 BLK  
5

125.0 Square Feet @ \$4.85 Sq/Ft \$606.25

Project (4840) Total \$606.25

WILSON AV  
THOMAS TO VELD

=====

18-164  
JOHN F & CLARA J  
KUBISIAK  
4607 MATTHEIS RD  
WISCONSIN RAPIDS, WI 54495

1203 WILSON AV  
VAN DYCKES CO'S ADDN LOT 12  
BLK 3

250.0 Square Feet @ \$4.85 Sq/Ft \$1,212.50

Project (4841) Total \$1,212.50

WINFORD AV  
MATHER TO MINAHAN

=====

5-1616  
ELIZABETH L NUTHALS  
1155 MATHER ST  
GREEN BAY, WI 54303-4050

1155 MATHER ST  
HOLZ SUBD LOT 3 BLK 1

50.0 Square Feet @ \$4.85 Sq/Ft \$242.50

Project (4842) Total \$242.50

\*\*\*\*\* Grand Total \*\*\*\*\* \$18,090.50

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore,  
Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

## ORDINANCE - FIRST READING

### GENERAL ORDINANCE NO. 1-13

#### AN ORDINANCE AMENDING SECTION 29.208, GREEN BAY MUNICIPAL CODE, RELATING TO PARKING REGULATIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zones:

LANGLADE AVENUE, south side, from a point 50 feet west of Gross Avenue to Gross Avenue

VAN BUREN STREET, east side, from a point 140 feet north of Doty Street to Doty Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

LANGLADE AVENUE, south side, from Spence Street to Norwood Avenue

HUMBOLDT ROAD, south side, from a point 105 feet east of Linden Drive to a point 715 feet east of Linden Drive

VAN BUREN STREET, east side, from a point 160 feet north of Doty Street to Doty Street

**SECTION 3.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following ONE-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

BRETCHER DRIVE, both sides, from Hillside Lane to Skyline Boulevard

**SECTION 4.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zones:

BRETCHER DRIVE, both sides, from Hillside Lane to Jamesford Avenue

BRETCHER DRIVE, both sides, from Maryland Avenue to Skyline Boulevard

**SECTION 5.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

BRETCHER DRIVE, both sides, from Jamesford Avenue to Maryland Avenue

**SECTION 6.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following 30-MINUTE LOADING ONLY zone:

VAN BUREN STREET, east side, from a point 110 feet south of Walnut Street to a point 235 feet south of Walnut Street

**SECTION 7.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 8.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Moved by Ald. Kocha, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.  
Moved by Ald. Kocha, seconded by Ald. Wiezbiskie to advance the ordinance to the third reading. Motion carried.

### **ORDINANCES - THIRD READING**

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting all of the general ordinances, with the exception of 38-12 and 39-12 with one roll call vote. Motion carried.

#### **GENERAL ORDINANCE NO. 35-12**

#### **AN ORDINANCE AMENDING SECTION 29.307, GREEN BAY MUNICIPAL CODE, RELATING TO TRAFFIC REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 29.307, Green Bay Municipal Code, is hereby amended by removing therefrom the following ONE-WAY STOP conditions:

THOMAS STREET at VELP AVENUE  
LARK STREET at VELP AVENUE  
SYRINGA BOULEVARD at LARK AVENUE

**SECTION 2.** Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-WAY STOP condition:

MORGAN LANE at HAMPTON AVENUE

**SECTION 3.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 36-12

AN ORDINANCE  
AMENDING SECTION 24.03(4),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO FIRE PREVENTION

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 24.03(4), Green Bay Municipal Code, is hereby amended as follows:

(4) International Fire Code® ~~2006~~ **2009** Edition Adopted. The International Fire Code® ("IFC") ~~2006~~ **2009** Edition is hereby adopted and by reference made part of this Chapter as though fully set forth herein.

**SECTION 2.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 15th day of January, 2013.

APPROVED:



James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 37-12

AN ORDINANCE  
AMENDING SECTION 24.08(2),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO REDUCTION IN  
FIRE INSPECTION FREQUENCY

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 24.08(2), Green Bay Municipal Code, is hereby amended  
as follows:

(2) Reduction in Fire Inspection Frequency. Pursuant to ~~§ Comm 14.01(11)(b)6., Wis. Adm. Code,~~ the Fire Chief may reduce the frequency of fire prevention inspections of public buildings and places of employment that have passed 2 consecutive inspections from once in each non-overlapping 6-month period per calendar year to at least once per calendar year, provided the interval between those inspections does not exceed 15 months. **SPS 314.001 (13)(b)7.a. the fire chief is authorized to reduce the frequency of fire inspections to not less than once per calendar year, provided the interval between those inspections does not exceed fifteen (15) months.**

**SECTION 2.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 38-12

AN ORDINANCE  
CREATING SECTION 23.50,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO RESIDENTIAL RENTAL PRACTICES

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 23.50, Green Bay Municipal Code, is hereby created to  
read:

**23.50 RESIDENTIAL RENTAL PRACTICES**

(1) STATE LAW ADOPTED. Ch. ATPC 134, Wis. Adm. Code, and section 704.95, Wis. Stats., as they may be amended from time to time, are hereby adopted by reference and incorporated as though fully set forth herein.

(2) ENFORCEMENT. The Director of Community Development is designated as a city official who may sign and issue citations with respect to this section and may delegate the authority to employees.

(3) PENALTIES. Any person who violates this section shall, for each offense, forfeit not less than \$25 nor more than \$5,000.

**SECTION 2.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.  
Moved by Ald. Boyce, seconded by Ald. Brunette to suspend the rules to allow interested parties to speak. Motion carried.

Landlord Mary Mettler, 1551 Mesa Drive, wants a task force created and volunteered to be on it.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to return to the regular order of business. Motion carried.

A vote was then taken on the motion to adopt the ordinance.

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: Boyce. Motion carried.

#### GENERAL ORDINANCE NO. 39-12

#### AN ORDINANCE AMENDING SECTIONS 27.621(2) AND 27.622(2), GREEN BAY MUNICIPAL CODE, RELATING TO SEXUAL OFFENDER PROXIMITY AND RESIDENCY RESTRICTIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 27.621(2), Green Bay Municipal Code, is hereby amended to read:

#### **27.621 SEXUAL OFFENDER PROXIMITY RESTRICTIONS**

(2) PROXIMITY RESTRICTION. No person who has been convicted or found not guilty or not responsible by reason of mental disease or defect of **§ 940.225(1)(d), 1987 Wis. Stats.**, any crime listed in Ch. 948, Wis. Stats., or any crime from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and, as a result of such crime, is required to register under § 301.45, Wis. Stats., and on extended supervision or parole, may enter any area within 150 feet of a parcel of land upon which there is a public, parochial, private, or tribal school educating one or more grades between Kindergarten and grade 12, a licensed child care center, a playground, a park, or a licensed entertainment facility.

**SECTION 2.** Section 27.622(2), Green Bay Municipal Code, is hereby amended to read:

**27.622 SEXUAL OFFENDER RESIDENCY RESTRICTIONS.**

(2) RESIDENCY RESTRICTION. No person who has been convicted or found not guilty or not responsible by reason of mental disease or defect of **§ 940.225(1)(d), 1987 Wis. Stats.**, any crime listed in Ch. 948, Wis. Stats., or any crime from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and, as a result of such crime, is required to register under § 301.45, Wis. Stats., may reside within 2,000 feet of a parcel of land upon which there is a public, parochial, private, or tribal school educating one or more grades between Kindergarten and grade 12, a licensed child care center, a playground, a park, or a licensed entertainment facility.

**SECTION 3.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: Kocha. Motion carried.

PLANNING ORDINANCE NO. 1-12

AN ORDINANCE  
AMENDING THE OFFICIAL MAP  
OF THE CITY OF GREEN BAY TO  
ESTABLISH PLAT OF RIGHT-OF-WAY  
FOR MONROE AVENUE RECONSTRUCTION  
(ROW 12-01)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by establishing a Plat of Right-of-Way for the Monroe Avenue reconstruction, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

This ordinance had been held up.

ZONING ORDINANCE NO. 9-12

AN ORDINANCE  
REZONING PROPERTY LOCATED  
AT 714 NICOLET AVENUE  
FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT  
TO OFFICE/RESIDENTIAL (OR) DISTRICT  
(ZP 12-33)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Low Density Residential (R1) District to Office/Residential (OR) District:

CADY & WARRENS SUBD OF LOT 23 OF TANKS SUBD OF PC  
2-9 LOT 4 BLK B (Parcel No. 2-729)

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 18-12

AN ORDINANCE  
REZONING PROPERTY LOCATED  
AT 139 AND 145-151 N. ASHLAND AVENUE  
FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT  
TO VARIED DENSITY RESIDENTIAL (R3) DISTRICT  
(ZP 12-48)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Low Density Residential (R1) District to Varied Density Residential (R3) District:

139 N. Ashland Avenue: ORIGINAL SURVEY LOT K AND 3 FT STRIP ADJ NLY OF LOT (Parcel No. 4-261)

145-151 N. Ashland Avenue: DESNOYERS ADDN LOTS  
28, 29 & 30 BLK F ALSO S 16 FT OF LOTS 178, 179 & 180 OF  
DOUSMANS ADDN (Parcel No.  
4-176)

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 15th day of January, 2013.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 19-12

AN ORDINANCE  
REZONING PROPERTY LOCATED  
AT 610 AND 622 BELLEVUE STREET AND  
1586 AND 1592 E. MASON STREET  
FROM GENERAL COMMERCIAL (C1) DISTRICT  
TO HIGHWAY COMMERCIAL (C2) DISTRICT  
(ZP 12-48)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District to Highway Commercial (C2) District:

610 Bellevue Street: GUESNIERS 2ND ADD NLY 44 FT OF LOTS 15 & 16 BLK 1 & S 1/2 VAC ALLEY LYG ADJ (Parcel No. 8-411)

622 Bellevue Street: GUESNIERS 2ND ADDN S 54 FT OF LOTS 15 & 16 BLK 1 EX J14655-40 FOR ST (Parcel No. 8-412)

1586 and 1592 E. Mason Street: GUESNIERS 2ND ADD LOTS 1 & 2 EX 899 R 333 & EX 1046 R 545 & LOT 3 EX ST IN 1038 R 252 & ALSO 1/2 VAC ALLEY LYG ADJ BLK 1 (Parcel No. 8-396)

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 15th day of January, 2013.

APPROVED:



James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

### **COMMITTEE OF THE WHOLE**

Discussion and action to approve the term sheet for tenants in the Watermark Project.

A term sheet was passed out to the alderpersons.

Ald. Nicholson stated that he wants a review of the points.

Gregg Flisram, Economic Development Director, spoke.

Moved by Ald. Sladek, seconded by Ald. Wiezbiskie to approve the term sheet for tenants in the Watermark Project..

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Tim DeWane, Kocha, Moore, Boyce, Warner, Steuer, Danzinger, Sladek. Noes: Nicholson, Brunette. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adjourn at 9:23 P.M. Motion carried.

Kris A. Teske  
Green Bay City Clerk